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DECLARATION OF RESTRICTIONS
ON
FOXHALL CLOSE, A PLANNED RESIDENTIAL SUBDIVISION
IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE,
AS RECORDED IN PLAT BOOK 4860, PAGE 46,
REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

WHEREAS, Foxhall Land Company ("Foxhall Land") and Foxhall Close Co-operative Corporation ("FCCC") are the owner and developer and the proposed community association, respectively, of Foxhall Close, a co-operative development, a plat of which is of record in Book 4860, page 46, Register's Office for Davidson County, Tennessee, to which reference is here made, and the same is made a part hereof by such reference as if attached hereto as an exhibit (such plat as it now exists and as it may be appropriately amended in the future shall be called the "Plat"); and

SEP 25 75 MISC A* 24.00 * 24.00

WHEREAS, Foxhall Land desires to restrict all building sites and building units for the protection of the character of the neighborhood, such restrictions to be covenants running with the land and to be binding on all building sites and building units; and

WHEREAS, Foxhall Land for the protection of the entire properties and all owners of building sites and building units (residences) therein, desires to make due provision for the maintenance and preservation of the common areas designated as such on the Plat;

NOW, THEREFORE, in consideration of the premises and in part consideration for the sales of building sites within

Foxhall Close, Foxhall Land hereby imposes upon the entire property comprising Foxhall Close the following restrictions:

1. Each lot or building site designated as such on the Plat shall be used for residential purposes, and no more than one single family residence may be located on each lot or building site except as indicated on the Plat, or except as otherwise allowed by the Building Committee of FCCC.

2. Certain portions of Foxhall Close are hereby designated as common areas or commons. These areas include the roadways and walkways shown on the Plat, the landscaped areas and all other property kept and maintained for the joint use of the owners of all building sites and building units within Foxhall Close, and all portions of Foxhall Close other than the residential lots therein. No person shall use or affect the common areas, or commons, or any part thereof, in any manner contrary to any provision of these restrictions or such rules and regulations pertaining thereto as may from time to time be promulgated by the Board of Directors of FCCC.

All expenses for the maintenance, management, operation, repair and replacement of the common areas, as well as all costs of management and administration of FCCC, shall be borne by the respective building site and building units owners at the rate of the total of such expenses and

costs divided by the number of homesites in Foxhall Close. (Forty homesites are planned, but this number may be reduced if a homesite requires more than one platted lot.) The Board of Directors of FCCC shall have authority to assess the respective owners their pro rata share of such expenses and to require payment on a regular monthly, quarterly or annual basis, or to levy special assessments from time to time as the Board may determine. Until nine months after the sale of a building site to a purchaser, or the commencement of construction thereon, whichever occurs first, Foxhall Land shall pay the assessments attributed to such building site, and it joins in these restrictions for the purpose of evidencing its agreement so to do.

The owners of building sites and building units, being also members of FCCC, shall be obligated to pay all assessments levied by the Board of Directors of FCCC as and when such assessments shall fall due and the same shall constitute a lien upon the property of each such owner if not paid when due. Such lien shall be secondary to any first mortgage or deed of trust upon said property whether in existence before or after the creation of such lien. FCCC, before exercising any lien rights, shall serve notice of the same in writing upon the holders of any mortgages or deeds of trust which encumber the property to the extent that such holders shall have given notice in writing to FCCC of the existence of their encumbrance and of the address to which such notice should be forwarded.

3. All architecture of residences within the property shall be of a design compatible with the design of the houses now located in Peach Blossom Square or Gloucester Square of Nashville, Tennessee. The design and plans and specifications of each residence shall be subject to prior approval by the Building Committee selected by the Board of FCCC. Construction shall be subject to rules and regulations of the Building Committee, relative to ingress and egress of workmen, parking of vehicles, traffic, storage of materials, removal of debris, and the like. Prior to the selection of such Building Committee, design, plans and specifications shall be subject to prior approval by Foxhall Land.

4. Except where variances are granted by the Building Committee (or Foxhall Land) and, if necessary, the Metropolitan Government, the following provisions shall apply: All residences shall be located so as not to come closer to the north, east, south, or west boundaries of said property than indicated on the Plat and each residence must set back not less than the setback line as shown on the Plat. To promote the best interests of the overall development of Foxhall Close, and to prevent monotony and overcrowding, the location of the residence, and the floor elevations thereof, on the lot shall be subject to the prior approval of the FCCC Building Committee (or Foxhall Land). Side yards shall be a minimum of ten feet each, except where zero side yards are permitted as specified on the Plat. Residences constructed with a zero

side yard shall abut the property line, except for rescesses and projections of such residence. If the lot owner elects to construct a residence with a zero side yard, such election shall be deemed to give permission to the neighbor adjoining such zero side yard to construct a carport or garage (not more than 30 feet in depth and as approved by the Building Committee), abutting the side wall of such residence, and this said side wall of the residence shall not contain any windows, doors, ventilation shafts or other openings. If the lot owner elects to construct a residence with a zero side yard, the cornices (including gutters) of his residence may overhang (by no more than 12 inches) the property adjoining such zero side yard; and these overhangs shall be maintained by FCCC and the owner thereof shall be individually charged for such maintenance. With respect to yards other than zero side yards, the residence may contain bay windows, chimneys and balconies (not more than 10 feet in width) which project no more than four feet into such required front, side or rear yard.

The lawns of all building sites and building units are restricted to lawn and garden purposes only, with no swimming pools, patios, greenhouses or other structures permitted within such lawns, except with the permission of said Building Committee.

5. A fence shall be constructed along the perimeter property lines of Foxhall Close, as shown on the Plat. FCCC will develop the plan for this fence, which will be uniform in design. The construction costs of such fence shall be borne by Foxhall Land. Prior to September 1, 1976, Foxhall Land shall construct an appropriate wall or fence, at its expense, in keeping with the general design of Foxhall Close, along both sides of the entrance drive leading into the property from Foxhall Avenue, and the construction of such wall shall be at no expense to the purchasers of buildings sites or residents of Foxhall Close.

Unless directed otherwise by the Building Committee, the purchaser of a lot agrees to build and pay for a fence along the side property line designated on the plat by an arrow symbol (zero side yard permitted). The fence shall extend from the front setback line to the rear property line, except where interrupted by the wall of the residence. The design and construction of this fence shall be subject to the prior approval of the Building Committee.

6. In the design of houses to be constructed within the property, the following specific requirements shall be observed:

(a) Each house shall contain not less than 2,000 square feet of living area, excluding basement, garage or carport.

(b) No exposed concrete block will be permitted above ground level in the construction of any buildings or walls.

(c) Only one, one and one-half, and two story houses shall be constructed, and first-floor ceiling heights shall be no less than nine feet above floor level.

(d) Each house shall be served by central heating and air conditioning, and all services for utilities shall be placed underground in the location specified by the utility companies in question.

(e) Garages and carports must harmonize with the residences.

(f) Any trees designated on the Plat of Foxhall Close will not be cut down without the prior approval of the FCCC Building Committee.

(g) A minimum of four off-street parking spaces (including spaces in carports and garages) will be provided on each homesite.

(h) No utility meters or trash receptacles shall be placed on the front of any residence unless obscured from view from the street.

(i) Garages or carports shall be constructed and used for the parking of automobiles only. Separate facilities shall be provided in the planning of each residence for the storing of tools, garden supplies and other like items.

7. It shall not be permissible to erect any temporary building on any building site, except during construction, and no outbuilding of any kind shall be used for occupancy.

8. No livestock, poultry, fowl, swine or other nuisance shall be permitted or kept upon the property. Further, no boats may be stored on the property, either in garages, parking spaces, or elsewhere, and no motor cycles, motor bikes or motor scooters shall be permitted. No clothes lines or radio or television antennas shall be permitted in any yards. No pets shall be permitted in the common areas unless accompanied by their owners and unless on a leash.

9. In the event any owner desires to offer his building site for sale, he may employ such agent or agents for this purpose as he desires, provided that such agent or agents shall coordinate their sales program through FCCC. All advertising, including newspaper advertising, and all signs which may be placed upon the property shall be subject to approval of FCCC.

10. Ingress and egress to and from all building sites shall be provided from and to Foxhall Avenue and Valley Brook Place (via private roads within the development) for both vehicular and predestrian traffic, and areas designed for such ingress and egress shall be maintained for the orderly flow of all such traffic. Perpetual easements are reserved in favor of all building sites and building unit owners, their guests, servants and invitees, as to all areas designated as "Access Easement" on the Plat, for

purposes of ingress and egress to and from the public rights of way.

11. In the event of any violation or threatened violation of any of these restrictions, the right is reserved to FCCC acting on behalf of the owners of building sites and building units within the property, to enjoin the same or to recover damages therefor, or both.

12. Except as specified below, no building site or building unit sold may be conveyed or transferred by the original purchaser, or any subsequent owner, unless the owner desiring to sell shall first furnish to FCCC a firm written offer to purchase. Such owner shall furnish evidence that such offer is made in good faith and shall offer the property to FCCC at the same price and upon the same terms as offered by the proposed purchaser. FCCC shall be allowed ten (10) days after receipt of such offer within which to purchase the same at said price and on said terms. If FCCC fails to exercise this purchase option, the owner shall then be free to accept the offer in question, provided, in such event, the purchaser shall purchase the property subject to FCCC's said right of first refusal with respect to any future conveyance or transfers.

If a site owner does not begin actual construction of a residence on such site within two (2) years after date of purchase, or if site owner proposes to sell the building site within such two year period without first having commenced construction of a residence thereon, then Foxhall Land Company shall have the right, exercisable within thirty (30) days, to purchase the site for the purchase price paid by the site owner to Foxhall Land for such site.

This paragraph shall not be applicable to any conveyance by mortgage or deed of trust, or to any conveyance at a bona fide foreclosure or trustee's sale pursuant to such a mortgage or deed of trust or pursuant to any court proceeding.

13. These restrictive covenants shall run with the land and shall be effective for a term of fifty (50) years from the date hereof. These restrictive covenants shall be subject to amendment, in whole or in part, at any time prior to the expiration of the same by the joint action of not less than seventy-five per cent (75%) of the owners within the property. The Plat may also be amended by such 75% vote, together with appropriate action, if necessary, by the Metropolitan Government.

14. If any of the provisions of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

15. Prior to the induction of members (other than Foxhall Land) into FCCC, Foxhall Land shall be entitled to exercise the rights of FCCC and Building Committee hereunder. FCCC is to be a not-for-profit membership corporation and it shall be obligatory that all owners of building sites and building units within Foxhall Close be members of FCCC, entitled to all privileges of membership as set forth in the Charter and Bylaws of the same, and subject to assessment for the payment of costs incident to the maintenance of the common areas and administration of the corporation as provided for in these restrictions, and in said Charter and Bylaws.

IN WITNESS WHEREOF, Foxhall Land Company has caused this instrument to be executed this 24TH day of SEPTEMBER, 1975.

FOXHALL LAND COMPANY

By _____

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Adine Hurt, a Notary Public within and for the State and County aforesaid, personally appeared C. W. Goyer, Jr., with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of FOXHALL LAND COMPANY, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 24 day of September, 1975.

Adine Hurt
Notary Public

My commission expires: 8-20-79

ADINE HURT NOTARY PUBLIC DAVIDSON COUNTY, TENN.

01167

IDENTIF. REFERENCE

SEP 25 11 25 AM '75

FELIX A. ADKISSON, REGISTER
DAVIDSON COUNTY, TENN.